



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1356X 3
EFFECTIVE BEGIN DATE: 11-01-2005
EXPIRATION DATE: 10-31-2006
PAGE: 1 of 7

BUYER :

FOB

PAYMENT TERMS (%):

DAYS:

VENDOR:

Aramark Uniform Services
PO Box 16067

Des Moines, IA 50316
USA

VENDOR CONTACT:

DANA ACCOLA

PHONE: 800-789-7441

EMAIL:

VENDOR #: 95308288300

EXT:

DESCRIPTION OF ITEMS CONTRACTED

Uniforms, RENTAL FOR WORK CLOTHS, FLOOR MATS, TOWEL

Contract To Provide Rental Work Cloths, Laundry Services, Towels And Floor Mats. Pursuant To The Specifications, Terms And Conditions Of Sealed Bid 90100s009 Dated September 11, 2000 On File With The Department Of General Services, Operations Division/Purchasing Hoover Building, Level A, Des Moines, Iowa 50319-0105. Vendors Must Be Able To Service The Des Moines Area With In A 24 Hour Period. And Statewide Service With In 72 Hours. This Bid Covers The Normal Supply Requirements Of Rental Services For Furnishing And Laundering Of Laboratory, Shop Cloths And Work Uniforms For All State Of Iowa Agencies And Institutions In And Around The Des Moines Area. The Articles And Services Will Be Ordered In Such Quantities With Regular Pick Up And Delivery Established By Each Agency Or Institution. All Capital Complex Items Should Be Picked Up Same Day Each Week And Delivered The Same Day Each Week. Quantities Are Uncertain And Varying Needs Of The Capitol Complex Makes It Impossible To Determine In Advance The Amount Of Service That May Be Required During The Period Of The Contract.

vendor contact David Olson
phone 515-265-8171
fax 515-265-2345

RENEWAL PERIODS

FROM 11-01-2005 TO 10-31-2006

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

SUB Political Sub-divisions

TOTAL \$2.79

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	EA	7351030	\$0.100000 \$0.000000
			TOWELS, SHOP, COTTON	
			Lost Charge	
			towels, ink shop	
2	0.00000		8 X18 100% Cotton. Lost Charge .34 Style # Ts 0004 8509270	\$0.000000 \$0.000000
			TOWELS	
			towels, new	
			Cost: .049 For Iptv. To .05 On Others Check You Invoice For Pricing. 18 X 18 Color Available White Style # Ts 0001 Lost Charge .37 8509271	
3	0.00000	EA		\$0.090000 \$0.000000
			TOWELS, 100% COTTON	
			Lost Charge	
			towels, glass cleaning	
			100% Cotton 16 X 25 Color White And Red Lost Charge .64 Crash Weave Is Tightly Woven. Style # To-0008 8509271	
4	0.00000	EA		\$0.100000 \$0.000000
			TOWELS, 100% COTTON	
			Lost Charge	
			towels, soda	
			100% Cotton, Herringbone Pattern. 15 X 26. Color Available White Lost Charge .64 Style # To-0013 8509271	
5	0.00000	EA		\$0.100000 \$0.000000
			TOWELS, 100% COTTON	
			Lost Charge	
			towels, hand	
			100% Cotton Huck. 16 X 27 Lost Charge .64 Style # To-0011 8509271	
6	0.00000	EA		\$0.055000 \$0.000000
			TOWELS, 100% COTTON	
			Lost Charge	
			towels, wiping	
			100% Cotton, 18 X 18 Lost Charge .37 Untreated Used To Clean Computers, Copy MacHines.Printing MacHines. Style # Ts-0001 9837718	
7	0.00000	EA		\$0.350000 \$0.000000
			RENTAL OF SHOP APRONS	
			Lost Charge	
			aprons, shop	
			Tie Type Heavy Duty Bib Top. For Use In Printing Area. 34 X 42 Color Blue Lost Charge \$4.90 Style # Ap-0051 9837780	
8	0.00000	EA		\$0.100000 \$0.000000
			RENTAL OF TOWELS	
			Lost Charge	
			Dental Towels, 24 Oz 100% Cotton Huck Size Available 13 X 20 Color Available White Lost Charge .50 Style # To-0012 95470726357	
9	0.00000	EA		\$0.640000 \$0.000000
			RED CLOTH	
			Fender Covers 36 X 36, 50/50 Blend Of Acrilan And Cotton Woven Sateen Is Absorbent. Color Available Orange And Red Lost Charge \$6.00 Style # Do-0020 9837942	
10	0.00000	EA		\$3.500000 \$0.000000
			RENTAL OF FLOOR MATS	
			3 X 10, Lost Charge	
			floor mat	
			Durable, Slip Resistant, Long Wearing Control Dust, Dirt, Moisture. Colors Available: Blue, Brown, Slate, Red And Black Style # 3 X10 Em-0001 Lost Charge \$70.00	
			##### Dot: Eow-Mat 3h0 Any Color-\$5.25 Loss Charge- \$70.00	



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11	0.00000	EA	9837942 RENTAL OF FLOOR MATS 3 X 4, Lost Charge Durable, Slip Resistant, Long Wearing Control Dust, Dirt, Moisture. Colors Available: Blue, Brown, Slate Red And Black Style # 3 X 4 Dm 0001 Lost Charge \$33.00 ##### Dot: Eow Mat 3 X 4 Any Color - \$2.25 Loss Charge - \$33.00	\$1.500000 \$0.000000
12	0.00000	EA	9837942 RENTAL OF FLOOR MATS 3 X 5, Lost Charge Durable, Slip Resistant, Long Wearing Control Dust, Dirt, Moisture. Colors Available Blue, Brown, Slate, Red And Black. Style # 3 X 5 Dmk 0001 Lost Charge \$33.00 ##### Dot: Dm0025 Scrapper Mat - \$4.38 Loss Charge - 54.00	\$1.500000 \$0.000000
13	0.00000	EA	9837942 RENTAL OF FLOOR MATS 4 X 6, Lost Charge Durable, Slip Resistant, Long Wearing Control Dust, Dirt, Moisture. Colors Available Blue, Brown, Slate, Red And Black Style # 4 X 6 Dm 0001 Lost Charge \$60.00 ##### Dot: Eow Mat 4 X 6 Any Color - \$4.20 Loss Charge- \$60.00	\$2.800000 \$0.000000
15	0.00000	EA	9837780 RENTAL OF TOWELS 24", Lost Charge towels, treated cotton dust mops 100% Cotton Twisted Yarns 24" Color Available Green Style# Dp 0002 Includes Mop Handles And Frames (Yes) Lost Charge \$6.00	\$0.900000 \$0.000000
16	0.00000	EA	9837780 RENTAL OF TOWELS 42", Lost Charge towels, treated cotton dust mops 100% Cotton Twisted Yarns 42" Color Available Green Style # Dp 0002 Includes Mop Handles And Frames (Yes) Lost Charge \$10.00	\$1.700000 \$0.000000
17	0.00000	EA	9837780 RENTAL OF TOWELS Additional Size Dust Mops. 36" Lost Charge \$1.00 30" Lost Charge .95 22" Lost Charge .90 Colors Available Green Style # Dp 0002 Includes Mop Handles And Frames (Yes)	\$0.600000 \$0.000000
18	0.00000	EA	2003432 COATS, DOCTOR, 65% POLYESTER, 35% COTTON, LONG SLEEVE, 42 IN Lost Charge lab coats Mens: Polyester/Cotton, Two Large Patch Pockets, One Breast Pocket, Vented Back. Side Openings For Access To Pants Pockets Approx 40" Length, Long Sleeves Style # Go 0004 Button Front Style # Go 0390 Snap Front Color Available White Sizes Availble All Sizes Lost Charge \$15.00	\$0.650000 \$0.000000
19	0.00000	EA	2003432 COATS, DOCTOR, 65% POLYESTER, 35% COTTON, LONG SLEEVE, 42 IN Lost Charge lab coats Womens: Polyester/Cotton, Two Large Patch Pockets, One Breast Pocket, Vented Back. Side Openings For Access To Pants Pockets. Approx 40" Length, Long Sleeves Style # Go 0105 Button Front Color Available White Sizes Availble All Sizes Lost Charge \$15.00	\$0.650000 \$0.000000
20	0.00000	EA	2003432 COATS, DOCTOR, 65% POLYESTER, 35% COTTON, LONG SLEEVE, 42 IN Lost Charge lab coats	\$0.570000 \$0.000000



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21	0.00000	EA	Counter Coat Short Length Unisex Polyester/Cotton. Two Large Patch Pockets, One Breast Pocket. Long Sleeves Style # Go 0057 Button Front Size Available All Sizes Lost Charge \$15.00 2009279	\$0.420000 \$0.000000
22	0.00000	EA	SHIRTS, WORK, MEN'S, 65% POLYESTER, 35% COTTON, SHORT SLEEVE Work Shirts, Mens, Short Sleeves Dark Color, 4 1/2 Oz. 65% Polyester 35% Cotton Poplin With Soil-Release. Lined Collar And Cuffs; Fully Cut With Two-Piece Yoke. Button Front, Two Button Thru Pockets With Bartack Stitching And Pencil Slot. Fleets Uniform Shirts: Colors Ltbl Short Sleeve Gs-0007 Wbls Short Sleeve Gs-0007 Public Safety Uniform Shirts: Wbls Short Sleeve Gs-0007 Lost Charge On All: \$9.50 ##### Dot: Gs-011 Or Gs027 Cotton Shirts Navy - \$.83 Loss Charge - \$17.00 2009277	\$0.420000 \$0.000000
25	0.00000	EA	SHIRTS, WORK, MEN'S OR WOMEN'S, LONG SLEEVE Work Shirts, Mens, Long Sleeves Dark Color, 4 1/2 Oz. 65% Polyester 35% Cotton Poplin With Soil-Release. Lined Collar And Cuffs; Fully Cut With Two-Piece Yoke. Button Front, Two Button Thru Pockets With Bartack Stitching And Pencil Slot. Fleets Uniform Shirts: Colors Ltbl Long Sleeve Gs-0019 Wbls Long Sleeve Gs-0019 Public Safety Uniform Shirts: Wbls Long Sleeve Gs-0019 Lost Charge On All: \$9.50 2004437	\$0.474000 \$0.000000
26	0.00000	EA	JEANS, MEN'S, COLORED OR DENIM Jean Cut Work Pants, 65% Polyester 35% Cotton Twill. Boot Cut Flare. Frontier Style Front Pockets, Patch Hip Pockets, Color To Match Work Shirts. Sizes Available All Sizes Color: Fleets Navy Style # Gp-0007 Lost Charge \$12.00 ##### Dot: Cotton Pants Navy - \$98 Loss Charge - \$22.50 2009210	\$0.474000 \$0.000000
27	0.00000	EA	APPAREL, WORK, (MISC) Work Pants Regular Cut, 65% Polyester 35% Cotton Twill. Slack Style Front Pockets, Two Set In Hip Pockets To Match Color Of Work Shirts. Fleets-Color Navy Style Gp-0002 Lost Charge \$12.00 2003479	\$0.550000 \$0.000000
28	0.00000	EA	SHIRTS, SCRUB, UNISEX, REVERSIBLE, 50% POLYESTER, 50% COTTON Women'S Smock, Polyester/Cotton Blend Button Front, Handy Patch Pockets. Short Sleeve Style # Go-0022 Long Sleeve Style # Go-0105 Size Available All Sizes Lost Charge \$15.00 08010	\$2.750000 \$0.000000
29	0.00000		Badges, Buttons, Emblems, and ID Cards, Celluloid and Plastic Preparation Charge Per Person One Time Set Up For Patches For Name And Company Logo For Shirts, Smocks, Lab Coats, Prep Charge. .25 Name Charge. .50 Screen Printed Charge Plus Emblem \$2.00 Embroidery Thread Must Be Color Fast To Keep From Bleeding Into Patch Area. And Will Be Replace At No Charge To The State Of Iowa If Bleeding Does Occur. 48570	\$0.000000 \$0.000000
30	0.00000		Mops Heads and Handles Wet Types No Charge For All Handles And Frames Spring End Style Dust Mops To Fit 18", 24", 42", Plus 36,30,22 Inch 92596	\$0.000000 \$0.000000
32	0.00000		Waste Water Treatment Engineering environmental waste water charge no charge service charge 8509271	\$0.000000 \$0.000000
			TOWELS, 100% COTTON To Use On Items Not On Original Contract. Massage Towel Rate .10	



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33	0.00000		9837942	\$0.000000 \$0.000000
			RENTAL OF FLOOR MATS 4 X 6, Lost Charge Iptv. Mat Grippers Mat Scrapper Black 4x6 \$6.48 Anamosa. 3x4 Walnut Mat \$1.92 4x6 Walnut Mat \$5.14 3x10 Walnut Mat \$4.45 51020	\$0.000000 \$0.000000
34	0.00000		Bag Holders, Baskets, Carts, and Trucks Iptv, Laundry Bag White Nc 94829575052	\$0.000000 \$0.000000
35	0.00000		MISCELLANEOUS SERVICES (NOT OTHERWISE SPECIFIED) restocking charge Dot: Roll Towels - Blue - \$2.40 Loss Charge - \$30.00 Roll Towels - Cabinet - N/C Loss Charge - \$85.00 8509271	\$0.000000 \$0.000000
36	0.00000		TOWELS, 100% COTTON Lost Charge This Line Is For Administrative Services-Capitol Complex Maint. Tim Ryburn. Soda Twls .05 Unit Charge Repl Charge Of 8 Percent Will Be Charged Weekly As Per Agreement With Aramark Dated 1-29-2004 Additonal Charges On Item Own By Das For Cleaning Charges: 1. Mops .50 2. Dust Mitts .50 3. Dust Techs .50 4. Carpet Bonnets .50 2009210	\$0.000000 \$0.000000
37	1.00000	EA	APPAREL, WORK, (MISC) IDOT WORK CLOTHS DAVE DOOLITTLE PANTS 100% COTTON, 8 1/4 OZ. PRESHRUNK TWILL, 100% COTTON, HEAVY DUTY BRASS ZIPPER, 2 SLACK STYLE FRONT POCKET, TWO SET-IN HIP POCKETS, DARTS OVER HIP POCKETS FOR BETTER FIT. SLIGHT LAPER. GP0005 AVAILABLE IN ALL SIZES LOSS CHARGE \$22.50 2009210	\$0.980000 \$0.000000
38	1.00000	EA	APPAREL, WORK, (MISC) WORK CLOTHES SHIRTS 100% COTTON,5 OZ TWILL, 100% PRESHRUNK, SEVEN BUTTON W/VERTICAL BUTTONHOLES TWO PIECE LINED COLLAR, FULLY LINED CUFFS, SEPARATE TWO-PIECE YOKE. GS0011 AVAILABLE IN ALL SIZES LOSS CHARGE \$17.00 2009210	\$0.830000 \$0.000000
39	1.00000	EA	APPAREL, WORK, (MISC) WORK CLOTHES PANTS, 100% COTTON DENIM JEANS, 14OZ DENIM 100% COTTON, HEAVY DUTY BRASS ZIPPER WITH COPPER BUTTON, 5 TRADITIONAL WESTERN JEAN POCKETS, RELAXED FIT. GP0294 AVAILABLE IN ALL SIZES LOSS CHARGE \$22.50. 94829575052	\$0.980000 \$0.000000
40	0.00000		MISCELLANEOUS SERVICES (NOT OTHERWISE SPECIFIED) discount, credits and returns loss charges	\$0.000000 \$0.000000



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.

B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.

C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.

E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N60

NET 60 DAYS